

JOINT AGREEMENT

between

IMPERIAL OIL LIMITED

Producing Department

Western Division

and

HOURLY

WAGE EARNER EMPLOYEES

of the

**EXPLORATION DRILLING and
EDMONTON TRANSPORTATION
and WAREHOUSE DEPARTMENTS**

1 9 5 2

Calgary, Alberta

JOINT AGREEMENT

With Respect to Wages, Hours and
Working Conditions

Applying to Hourly Wage Earner Employees
of the

**EXPLORATION DRILLING and
EDMONTON TRANSPORTATION
and WAREHOUSE DEPARTMENTS**

of

IMPERIAL OIL LIMITED

Producing Department -- Western Division

adopted by the

**EXPLORATION DRILLING
JOINT INDUSTRIAL COUNCIL**

at

EDMONTON, ALBERTA

on

JANUARY 3rd, 1952

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JOINT AGREEMENT

Agreement made this 3rd day of January, 1952, between Imperial Oil Limited, a Company incorporated under the laws of the Dominion of Canada, represented by its selected delegates to the Joint Industrial Council, hereinafter called the "Company," and the Hourly Wage Earner Employees of the Exploration Drilling and Edmonton Transportation and Warehouse Departments of Imperial Oil Limited, represented by their elected delegates to the Joint Industrial Council, hereinafter called the "Employee."

ARTICLE 1

GENERAL PURPOSE

1.01 The general purpose of this agreement is to provide a means by which Hourly Wage Earner Employees through duly elected delegates may:

- (a) Negotiate with the Management of the Company with respect to hours of work, wages and working conditions.
- (b) Discuss with the Management other matters of interest.

ARTICLE 2

ELECTED DELEGATES

2.01 It is agreed that it will be the responsibility of all elected delegates to convey the provisions of this agreement to the employees they represent.

2.02 An elected delegate may at any time discuss with an immediate supervisor, matters covered by this agreement.

ARTICLE 3

JOINT INDUSTRIAL COUNCIL

3.01 A Joint Industrial Council is hereby constituted to contain:

- (a) Delegates elected annually by hourly wage earner employees as representatives for a period of one year to be known as "Elected Delegates".
- (b) Delegates selected by management from time to time from the supervisory employees as representatives of the company for a period of one year to be known as "Selected Delegates".
- (c) A Chairman who shall be a senior officer of the company.
- (d) The ratio of elected and selected delegates shall at all times remain the same.
- (e) The number of elected delegates shall be one delegate per drilling rig and one delegate to represent the transportation and warehouse departments combined.

3.02 Eligibility of employees for election to the Council shall be one or more year's service.

3.03 The function of the Council will be to discuss such matters as set forth in Article 1, whenever brought to its attention by either elected or selected delegates.

ARTICLE 4

MEETINGS

4.01 In the interest of mutually satisfactory industrial relations and in order

that the company may have the benefit of the viewpoint of employees in any matters pertaining to its operations, it is agreed:

- (a) To provide facilities that will enable the elected delegates to discuss their problems amongst themselves before bringing them before the Council, if they so desire.
- (b) The Joint Industrial Council shall meet once every month or at times mutually convenient to the delegates. Special meetings shall be held at any time at the call of the Chairman. At least three days' notice shall be given of any regular or special meeting of the Council unless waived by mutual agreement.

ARTICLE 5

NO DISCRIMINATION

5.01 No discrimination is to be made against employees on account of race, nationality, or membership or non-membership in any Society, Fraternity, Union or Church.

ARTICLE 6

HOURS OF WORK

6.01 The normal work-week shall consist of five eight hour days, or shifts totalling 40 hours. A day is defined as the 24 hour period starting at 12:00 midnight.

The normal work-day for Day Employees shall be:

8:00 a.m. to 12:00 noon

1:00 p.m. to 5:00 p.m.

The normal shifts shall be:

12:00 midnight to 8:00 a.m.—'C' Shift

8:00 a.m. to 4:00 p.m.—'A' Shift

4:00 p.m. to 12:00 midnight—'B' Shift

6.02 The above shall not preclude the arranging of special hours of work as operations may require.

ARTICLE 7

WAGES

7.01 The schedule of wage rates as set forth on pages 14 and 15 shall apply to and govern hourly wage earner employees as classified herein.

7.02 In addition to the wage rates as set forth in Section 7.01 above, a differential of 7c per hour will be paid to shift workers on 'B' Shift and 14c per hour paid to shift workers on 'C' Shift.

For the purpose of applying differentials, shift workers will be defined as:

(a) Hourly wage employees working on a regular scheduled rotating three shift basis.

(b) Hourly wage employees on work which is, by regular or special arrangement, being performed in two or more shifts.

It should be noted that differentials are established to compensate shift workers for the inconvenience of working rotating shifts as defined above and do not apply to employees whose normal schedule calls for working the same hours each day.

7.03 Shift differentials will not be included in computing allowance, overtime, vacation pay or pay for holidays not worked.

ARTICLE 8

OVERTIME

8.01 Overtime work, which shall be performed by employees whenever called upon, shall be distributed as fairly and impartially as possible among the employees who are in the department in which overtime work becomes necessary, and who are qualified to perform such work.

8.02 When an employee is called out to work overtime and has not had eight

(8) hours of unbroken free time since the completion of his last regular working period, he should not be required to continue working into the next regular working day unless it is a case of extreme emergency.

8.03 The maximum regular working week for an hourly wage earner employee shall be of 40 hours duration; provided that in the case of shift workers operating by agreement, no overtime shall be paid in respect to such agreement.

8.04 The minimum payment for call out work will be equivalent to four hours at straight time at employee's regular hourly rate.

8.05 An employee who has lost time through no fault of his own may, providing work is available, work on his regular days off at his regular hourly rate, in order that he may make up for time lost, provided that such time is made up within the pay period in which the time was lost or within the week in which the pay period terminates.

8.06 EMPLOYEES WORKING SHIFT

An hourly wage earner who has worked more than the regular hours of work in any 24-hour period is entitled to time and one-half for the additional time worked. This provision does not apply

when the extra hours worked in a given 24-hour period are due to change in shift or any other circumstances normal to the Company's operations. If an employee works more than twice his regular working hours in any 24-hour period he shall be paid twice his regular hourly rate for time worked in excess of 16 hours. He shall under no circumstances be required to work more than 24 consecutive hours, except in case of extreme emergency.

8.07 EMPLOYEES NOT ON SHIFT.

(a) When an employee not on shift is asked to change from his normal hours of work he shall be paid on the new schedule at the rate of one and one-half ($1\frac{1}{2}$) times his hourly rate for the first day or shift (in the event of going on shift), unless he has been given a minimum of sixteen (16) hours' notice of such change from the termination of his last working hours on the day he is advised.

(b) When an employee has already completed a working day and is then required to work overtime, he will be paid one and one-half ($1\frac{1}{2}$) times his regular hourly rate for the first eight hours of overtime. If he continues working, he shall be paid twice the regular hourly rate for any further time worked until relieved. No man should be required to work more than 24 consecutive hours, except in case of extreme emergency.

ARTICLE 9

RECOGNIZED HOLIDAYS

9.01 It is agreed that the following holidays will be recognized by the Company:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day.

9.02 TIME PAID ON COMPANY RECOGNIZED HOLIDAYS

Twice the regular hourly rate will be paid for time worked on Company recognized holidays.

9.03 COMPANY RECOGNIZED HOLIDAYS FALLING WITHIN THE EMPLOYEE'S REGULAR WORK WEEK.

(a) Employees working a regular Monday-to-Friday work week.

Where the occurrence of a holiday would shorten the work week and the employee is not required to work on such holiday he will be paid on the basis of straight time.

IMPERIAL OIL
PRODUCING DEPARTMENT
EXPLORATION DRILLING - TRANSPORT
BASIC WAGES
Effective August

D R I L L I N G	
3.29	Acting Toolpusher
2.56	Driller
1.94	
1.92	Catheadman Derrickman Power Rig Mechanic
1.90	Rig Welder 2nd Class Rig Electrician
1.85	
1.82	Rig Welder Rig Truck Driver 1st Class Rig Tractor Driver 1st Class
1.79	
1.72	
1.69	Rig Truck Driver 2nd Class
1.67	Floorman Diesel Engine Operator
1.60	Rig Truck Driver 3rd Class Rig Electrician Helper
1.57	
1.43	
1.27	
1.14	

OIL LIMITED

WESTERN DIVISION

PORTATION - EDMONTON WAREHOUSE

GE RATES

st 1st, 1951

OTHER CLASSIFICATIONS

		3.29
		2.56
	Welder 1st Class	1.94
		1.92
Crane Operator		1.90
	Mechanic 1st Class	1.85
		1.82
	Electrician	1.79
	Welder 2nd Class	
	Mechanic	
Truck Driver 1st Class	Sr. Roustabout	1.72
Tractor Driver 1st Class	Welder	
		1.69
		1.67
		1.60
Truck Driver 2nd Class	Roustabout 1st Class	1.57
Tractor Driver 2nd Class	Warehouseman	
Truck Driver 3rd Class	Roustabout	1.43
Swamper 'A'	Electrician Helper	
Swamper 'B'	Labourer 1st Class	1.27
	Watchman	
	Labourer	1.14

- (b) Employees working other than a regular Monday-to-Friday work week.

An employee not working a normal Monday-to-Friday work week shall be paid at his current rate for holidays in excess of one which fall on his regular days off, without being required to render service for such holiday.

9.04 COMPANY RECOGNIZED HOLIDAYS FALLING ON A REGULAR DAY OFF

In such cases, unless the employee is required to work and does work, he will not receive pay for holidays falling within this classification, except as provided for in Clause 9.03 (b).

ARTICLE 10

VACATIONS

10.01 GENERAL

Subject to any laws or government regulations relating to vacations with pay; vacations with pay are granted to employees of the Company annually and employees will be expected to take vacations each year. It will not be permissible to waive vacations and draw double pay.

10.02 ELIGIBILITY AND LENGTH OF VACATIONS

(a) Regular employees shall be granted a vacation with pay each calendar year depending on length of service as follows:

Service

Vacation

1 year but less than 15 years	2 weeks
15 years but less than 25 years	3 weeks
25 years or more	4 weeks

Before becoming eligible for a vacation in any calendar year an employee must have been actively employed for a period of not less than four months since the termination of his last vacation period.

(b) An employee who was granted a vacation allowance on termination shall not be eligible for a regular vacation during the calendar year in which he is re-employed. However, if his services are subsequently terminated during the calendar year in which he is re-employed, he shall be entitled to a vacation allowance on termination computed in accordance with Clause 10.05.

(c) Service for the purpose of vacations shall mean all time during which the employee has been employed by the Company, dating from the last break in employment of six months or longer if due to resignation or discharge for cause, or twelve months or longer if due to lay-off, disability, or other cause through no fault of the employee, less any period of absence of more than thirty consecutive calendar days' duration except:

(I) Leave of absence for military service, provided the employee is re-

instated in accordance with the Company's Reinstatement Policy.

- (II) Absences resulting from sickness or accident.

10.03 TIME OF VACATIONS

(a) It will be necessary to allocate vacations at times which, in the judgment of management, are in keeping with the requirements of the business, and conform with the vacation schedules for other personnel of the department or unit involved. Subject to this provision, the preference of individual employees will be given consideration.

(b) Vacations will be scheduled whenever possible, in a single period, but in keeping with the requirements of the business, or the employee's desire, vacations may, with the approval of management, be taken in more than one period of a minimum of one week.

(c) An employee who becomes eligible for a vacation during the last weeks of a calendar year shall be granted a full vacation, even though a part of such vacation extends into the next calendar year.

(d) In the calendar year in which an employee accumulates either fifteen or twenty-five years of service he may be granted three weeks' or four weeks' vacation with pay respectively at any time during the calendar year.

10.04 VACATION PAY

(a) An hourly-paid employee shall receive vacation pay either at the average basic rate received for the six pay periods immediately preceding vacation, or at the rate such employee would have received had he not taken a vacation, whichever shall provide the greater amount. Such computations are to be based on the normal working week exclusive of overtime.

(b) Employees may receive vacation pay in advance.

10.05 VACATION ALLOWANCE ON TERMINATION

(a) An employee with less than one year of service who has been actively employed for a period of at least one month and whose services are terminated for any reason, shall be granted four per cent of earnings received from the date of last employment with the Company, exclusive of overtime.

(b) An employee who has qualified for a regular vacation whose services are terminated for any reason and who has not taken a vacation within the calendar year of such termination shall be granted four percent of earnings received from the anniversary of his date of last employment to the end of the preceding calendar year exclusive of overtime. He

shall also be granted, depending upon the length of vacation for which he has qualified, a percentage of earnings received since January 1st of the calendar year in which he terminates exclusive of overtime as follows:

Vacation Qualified For	Percent of Earnings
two weeks	4
three weeks	6
four weeks	8

(c) An employee whose services are terminated for any reason and who has taken a vacation within the calendar year of such termination shall be granted an allowance computed as in paragraph "b" above, as applicable, less the amount of vacation pay received during the calendar year of such termination.

(d) Where an employee becomes disabled and his services are subsequently terminated because he is unable to return to work, the date of termination for the purpose of computing his vacation allowance on termination shall be regarded as the last day on which he was actively at work.

10.06 SICKNESS OR ACCIDENT

(a) Where an employee becomes disabled as a result of sickness or accident prior to the commencement of such employee's scheduled vacation period, and

where such disability extends into the scheduled vacation period, the vacation may be postponed and another period assigned.

(b) Where an employee becomes disabled as a result of sickness or accident after vacation has commenced, the period of such disability shall be considered as an absence due to sickness and excluded from the vacation, provided the period of disability qualifies under the Company's Sickness Plan. The employee will be granted an equal number of calendar days concurrently as an extension, or at a later date.

(c) Where an employee becomes disabled as a result of sickness or accident before he takes the vacation to which he is entitled during any calendar year and continues to be disabled through the end of the year, he may carry his vacation privilege into the following year, provided that at the time the disability occurred he had been actively employed for a period of at least four months following the termination of his last vacation period. In such cases, the employee will be expected to take his vacation as soon as it can be conveniently scheduled.

10.07 HOLIDAYS

When a public holiday is observed during an employee's vacation period, the employee shall be compensated for the holiday on the same basis as if he had not been on vacation. If a holiday is observed on a day on which the employee would normally have worked had he not been on vacation, or if it is observed on an employee's regular day off and he would have received a regular day's pay for the holiday had he not been on vacation, his vacation period shall not be lengthened but he shall receive an extra day's pay. If a holiday is observed on an employee's regular working day and he normally, as a result of such holiday, would not have been required to work on that day had he not been on vacation, his vacation shall be lengthened to include another working day with pay.

ARTICLE 11 SENIORITY

11.01 Seniority shall include all time elapsed since date of employment with Imperial Oil Limited, Producing Department, except as modified by subsequent clauses of this article.

11.02 SENIORITY SHALL BE RETAINED AND SHALL ACCUMULATE DURING:

- (a) Absence from work due to industrial accident and sickness covered

by the Workmen's Compensation Act.

- (b) The first 90 consecutive calendar days of absence due to sickness not covered by the Workmen's Compensation Act.
- (c) The first 30 consecutive calendar days of absence due to any other cause.

11.03 SENIORITY SHALL BE RETAINED BUT SHALL NOT ACCUMULATE DURING:

- (a) That portion of an absence from work due to sickness not covered by the Workmen's Compensation Act which is in excess of 90 consecutive calendar days' duration.
- (b) Termination of employment for a period of less than 6 months due to resignation or discharge.
- (c) Termination of employment for a period of less than 12 months due to lay-off.
- (d) That portion of an absence from work for any other cause which is in excess of 30 consecutive calendar days' duration.

11.04 SENIORITY SHALL BE LOST WHEN:

- (a) Employment is terminated for a period of 6 months or longer due to resignation or discharge.
- (b) Employment is terminated for a period of 12 months or longer due to lay-off.

11.05 Seniority as referred to in this Article shall apply to all positions covered by this Agreement.

11.06 PROMOTIONS

Promotions will be decided on the basis of ability, efficiency and qualifications of the employees in question. If the ability, efficiency and qualifications of the employees are equal, the employee with the longest seniority will receive the preference. The Company reserves the right to judge the ability, efficiency, etc., of its employees.

11.07 DEMOTIONS AND LAY-OFFS

(a) If, as a result of circumstances, it becomes necessary to demote or lay off employees, ability, efficiency and qualifications will be the governing factor, and if these are equal, then seniority will govern.

(b) In cases where demotions are made as a disciplinary measure, the provisions outlined above do not apply.

11.08 REHIRING

(a) When there is an increase in the working force after a lay-off, employees will be rehired in the reverse order of lay-off, provided they have the necessary qualifications to perform the work available. If an employee is not available within seven days of sending notification

by the Company, it is optional with the Company whether he is rehired.

(b) In filling vacancies due to illness, vacations, injury, leave-of-absence, or emergency, or when filling new positions, the seniority rules may be disregarded and the position filled by the Company on a temporary basis for a period not to exceed thirty days.

(c) The Company shall have the right to promote or transfer an employee for educational training purposes without regard to seniority for a period not to exceed thirty days on any one job.

(d) Seniority rules may be relaxed when it is necessary to provide for the placement of disabled employees or veterans who are entitled to consideration.

ARTICLE 12

PERSONNEL RELATIONSHIP

(a) It shall be the privilege of every employee of the Company to consult with the officials in charge of Personnel or Safety with respect to any problem, whether connected with his employment or not.

ARTICLE 13

GRIEVANCE PROCEDURE

13.01 The following procedure is set up to enable an employee or group of employees the right of appeal on matters with respect to any grievance in connection with alleged unjust treatment or unreasonable working conditions.

Step No. 1 The grievance shall be discussed by the employee with his foreman. If the employee wishes, he may be accompanied by his elected delegate. If, following this discussion, a settlement satisfactory to the employee is not reached, Step No. 2 may be followed.

Step No. 2 The grievance shall be discussed by the employee and his Drilling Superintendent. If the employee wishes, he may be accompanied by his elected delegate. If, following this discussion, a settlement satisfactory to the employee is not reached, Step No. 3 may be followed.

Step No. 3 The grievance shall be discussed by the employee and his Department Head. If the employee wishes, he may be accompanied by his elected delegate. If, following this discussion, a settlement satisfactory to the employee is not reached, Step No. 4 may be followed.

Step No. 4 The grievance shall be re-

ferred to a meeting of the Joint Industrial Council. If, following this meeting, a satisfactory settlement is not reached, Step No. 5 may be followed.

Step No. 5 The grievance shall be discussed by the employee and the Division Manager. If the employee wishes, he may be accompanied by his elected delegate. If following this discussion, a satisfactory settlement is not reached, Step No. 6 may be followed.

Step No. 6 The employee or group of employees concerned has the right to appeal the grievance by referring it to the Executive of the Company.

NOTE:

Edmonton Transportation and Warehouse Departments.

Drilling Superintendent in Step No. 2 of the above when applicable to Transportation Department or Edmonton Warehouse employees shall read Division Materials Supervisor.

ARTICLE 14

EFFECTIVE DATE AND DURATION OF AGREEMENT

14.01 This Agreement shall become ef-

fective on January 1, 1952, and shall remain in effect, except as hereinafter provided, until December 31, 1952, and shall continue in effect unless one party shall give notice of termination in writing to the other party of not less than sixty days, or an Agreement for the succeeding twelve month period is duly executed.

14.02 Amendments to this Agreement may be proposed by either party at any meeting of the Council, and if acceptable, shall be written into this Agreement, and when executed by both of the parties hereto shall be valid and binding, effective as of the date specified therein, or if no date be specified, immediately, and shall constitute a part of this Agreement to the same extent as if incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective delegates:

Selected Delegates:	Elected Delegates:
V. J. Moroney	R. F. Heyland
Vernon Taylor	C. R. Ryley
C. A. Laudan	G. A. McIntyre
J. Jackson	E. M. Wolfe
G. R. McLellan	H. B. Smith
Chas. Visser	W. Nordby

TERMINATION OF EMPLOYMENT

The commission by an employee of any of the following shall constitute sufficient justification for the suspension or termination of employment of such an employee without notice:

1. Violation of Any Law.

Special attention is called to the following:

- (a) Assaulting or causing bodily injury to another; drunkenness; conduct which violates the common decency or morality of the community; carrying concealed weapons.
- (b) Stealing or being an accessory thereto, or malicious mischief resulting in the injury or destruction of property of other employees or of the Company.

2. Violation of the Following Safety Rules, for Protection of Life and Property.

- (a) Smoking or carrying lighters or matches other than safety matches, or having open lights or fires within prescribed limits where such practice is forbidden.
- (b) Failure to wear safety goggles when required.
- (c) Riding on any moving machinery or vehicle where not assigned.
- (d) Carelessness in regard to accident prevention and safety of fellow workmen.
- (e) Violation of rules governing employees in repairing or oiling of moving machinery.

3. Making False Statements when Applying for Employment or when being Physically Examined in Connection Therewith.

4. Failure to Immediately Report to the Proper Authorities, whenever possible, Accidents, Personal Injuries or Breaches of the Law.
5. Insubordination, (Including Refusal or Failure to Perform Work Assigned at any time when called upon except where party called upon to perform such work considers same unsafe) or use of Profane or Abusive Language toward fellow employees or Officials of the Company.
6. Absence From Duty Without Notice and Permission From Superintendent or Foreman, Except in Case of Sickness or Cause Beyond Control of a Character That Prevents His Giving Notice.
7. Concealing, While on Duty, Any Infectious, Contagious or Communicable Disease or Physical Condition.
8. Changing Working Place Without Orders.
9. Falsifying or Refusing to Give Evidence When Accidents Are Being Investigated.
10. Wilful Neglect in Care or Use of Company's Property.
11. Obtaining Material at Storehouse or Other Assigned Places on Fraudulent Orders.
12. Sleeping While on Duty.
13. Offering or Receiving Money or Other Valuable Consideration in Exchange for a job, Better Working Place or Any Change in Working Conditions.
14. Introduction, Possession, or Use of Intoxicating Liquors Within the Company's Working Areas.
15. Habitual Use of Habit Forming Drugs or Their Introduction or Possession on the Property of the Company.

1952

JANUARY

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OCTOBER

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NOVEMBER

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DECEMBER

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